

STUDIO A INVENTORY:

- 1 Symetrix Telephone Interface Model TI-101
- 1 Symetrix Voice Processor Model 528
- 1 Tascam 112 Cassette Player
- ~~1 Auto-Segue Unit, consisting of:~~ ~~3 Pioneer PD-M730 CD Players,~~
- ~~1 Pioneer PDM730 CD Player~~ ~~1 Automatic Sequencer for CD Players~~
- 2 Kenwood CD Players 14 additional CD magazines
- 1 ITC 3 deck Cart Player / *SUFA*
- 1 Autogram Pacemaker Control Board / *SILENT SENTRY*
- 1 Realistic STA-720 AM/FM Stereo Receiver
- 2 Marti Aural STL Transmitters Model STL-10
- 1 Sennheiser Microphone Model 421-U-5
- 1 Sennheiser Headphones Model HD-450
- 2 Cerwin Vega speakers
- 1 156 Cartridge Capacity Carousel
- 1 50 Cartridge Capacity carousel
- 1 *SANSUI SD 5000 RTA*
- 1 *TFT CBS ENCODER*
- 2 *A* Equipment racks
- 1 Seth Thomas wall clock
- 1 Micronta Digital wall clock
- 1 *LAMP*
- 1 Country Music Hit Disc Library *& Add'l Discs*
- 1 Microphone stand
- 1 "On-Air" light
- 1 Bookshelf
- 1 Chair w/o casters
- ~~1 Chair w/ casters, adj. height~~

STUDIO B INVENTORY:

- 1 Otari MX-5050 Reel to Reel Unit
 - 1 Arakis Systems Control Board
 - 1 ITC Model RP Rec/Pb Cart Machine
 - 1 ITC 3 deck Playback Cart Machine
 - 1 ~~Realistic~~ Stereo Receiver (*Realistic STA 115*)
 - 1 Technics M85mk2 Cassette Player
 - ~~1 Tascam CD 201 CD Player~~ *2 Pioneer PDM730 CD Player*
 - 1 Orban Limiter Model 464A
 - 1 Valley People, Inc. Microphone Processor
 - 1 ATI Encore Series Dual Distribution Amplifier Model DA-208
 - 1 Technics Turntable Model SL1200mk2
 - 1 Sennheiser Microphone model 421-U-5
 - 1 Sennheiser Headphones model HD-450
 - 1 200 Cartidge Capacity carousel
 - 1 Production Library
 - ~~1 Realistic Bulk Tape Eraser Cat. No. 44-232~~
 - 1 Robbins Magnetic Eraser Model ME-99
 - 2 ~~Realistic~~ Speakers (*Pioneer*)
 - 1 ITC 3 Deck Stereo Rec/PB Cart Deck
 - 1 TFT FM Mod Monitor
 - 1 TFT STEREO MONITOR
 - 1 *SEARS-ROEBUCK* CD Player (*broken*)
- (continued)

STUDIO B INVENTORY (continued):

- 1 Equipment Rack
- 1 Microphone stand
- 300 Cartridges

TRANSMITTER SITE INVENTORY:

- 1 Harris FM 5K Transmitter
- 2 Marti Aural STL Receivers Model STL-10 (1 is at Marti under repair)
- 1 Optimod 8000
- 1 STL dish
- 1 ERI FM 2-bay antenna
- 1 *Sine Systems Remote Control*

OFFICE EQUIPMENT INVENTORY:

- 1 Mita Copier Model DC-213RE w/ Stand
- 1 Smith-Corona Typewriter Model XE-5000
- 1 Sharp Calculator Model EL-21975
- 12 Executones Telephones + *EXEXUTECH COMDIAL PHONE SYSTEM w/9 phones*
- 1 Four drawer Filing Cabinets
- 1 Bookshelf
- 68* Desks
- 1 Credenza
- 48* Chairs w/casters
- 2 Chairs w/o casters
- 2 Office Cubicles (partition type)
- Misc office supplies (paper, pens, staplers, etc.)
- 1 Computer Table*

SATISFACTION: The debt evidenced by
this Note has been satisfied in full this
_____ day of _____, 19____
Signed _____

PROMISSORY NOTE

CRAVEN COUNTY, N.C.

JUNE 1, 1991

\$ 32,500.00

FOR VALUE RECEIVED the undersigned, jointly and severally, promise to pay to
NEW BERN, NC 28560

RONALD LATTIMER OF 1503-B PRINCETON LANE,

the principal sum of THIRTY-TWO THOUSAND FIVE HUNDRED AND NO/100-----
DOLLARS \$ 32,500.00 with interest from JUNE 1, 1991 at the rate of TEN-----
percent 10 % per annum on the unpaid balance until paid or until default, both principal and interest payable in lawful money of the United States of
America at the office of RONALD LATTIMER, 1503-B PRINCETON LANE, NEW BERN, NC 28560

or at such place as the legal holder hereof may designate in writing. It is understood and agreed that additional amounts may be advanced by the holder hereof as
provided in the instruments, if any, securing this Note and such advances will be added to the principal of this Note and will accrue interest at the above specified
rate of interest from the date of advance until paid. The principal and interest shall be due and payable as follows.

MONTHLY PAYMENTS COMMENCING ON THE 1ST DAY OF JUNE, 1991, IN THE AMOUNT OF \$602.09
CONTINUING ON THE 1ST DAY OF EACH CONSECUTIVE MONTH THEREAFTER, UNTIL THE
TOTAL INDEBTEDNESS IS PAID IN FULL. (SEE ATTACHED AMORTIZATION SCHEDULE).

*MAKE PAYMENTS PAYABLE TO:

RONALD LATIMER
ROUTE 2, BOX 65
ALMA, GEORGIA 31510

If not sooner paid, the entire remaining indebtedness shall be due and payable on DEMAND
If payable in installments, each such installment shall, unless otherwise provided, be applied first to payment of interest then principal and due to the holder of
principal balance, with the remainder applied to the unpaid principal.

Unless otherwise provided, this Note may be prepaid in full or in part at any time without penalty or premium. Partial prepayments shall be applied to the monthly
due in reverse order of their maturity.

In the event of a default in payment of any installment of principal or interest hereof as the same becomes due and such default is not cured within 10 days
from the due date, or (b) default under the terms of any instrument securing this Note, and such default is not cured within 10 days after written notice is
made, then in either such event the holder may without further notice, declare the remainder of the principal sum, together with all interest accrued thereon, and
the payment premium, if any, at once due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any other
time. The unpaid principal of this Note and any part thereof, accrued interest and all other sums due under this Note and the Deed of Trust, if any, shall bear interest
at the rate of TEN-----percent 10 % per annum after default until paid.

A portion of this Note, including maker and any sureties, endorsers, or guarantors hereby waive protest, presentment, notice of dishonor, and notice of
acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note and the Deed of Trust
notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension
or extensions of time for the payment of principal and interest, and all such parties waive all and every kind of notice of such change or changes and agree that the
same may be made without notice or consent of any of them.

Upon default the holder of this Note may employ an attorney to enforce the holder's rights and remedies and the maker, principal, surety, guarantor and
endorsers of this Note hereby agree to pay to the holder reasonable attorneys fees not exceeding a sum equal to fifteen percent (15%) of the outstanding balance
owing on said Note, plus all other reasonable expenses incurred by the holder in exercising any of the holder's rights and remedies upon default. The rights and
remedies of the holder as provided in this Note and any instrument securing this Note shall be cumulative and may be pursued singly, successively, or together
against the property described in the Deed of Trust or any other funds, property or security held by the holder for payment or security, in the sole discretion of the
holder. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

This Note is to be governed and construed in accordance with the laws of the State of North Carolina.

This Note is given TO EVIDENCE A LOAN FOR EQUIPMENT, PURSUANT TO AN AGREEMENT BETWEEN _____

THESE PARTIES OF EVEN DATE HERewith, BUT IS UNSECURED.

IN TESTIMONY WHEREOF, each corporate maker has caused this
instrument to be executed in its corporate name by its
_____, President, attested by its

_____, Secretary, and its corporate seal to be
hereto affixed, all by order of its Board of Directors first duly given, the day and
year first above written.

ATLANTIC BROADCASTING, INC.

By: JOHN H. WIGGINS (Corporate Name)

ATTEST: JOYCE WIGGINS President

_____, Secretary (Corporate Seal)

PERSONAL LOAN

By: RONALD LATTIMER (Corporate Name)

ATTEST: ROBERT WILLIAMS President

WITNESS _____ Secretary (Corporate Seal)

IN TESTIMONY WHEREOF, each individual maker has hereunto set his
hand and adopted as his seal the word "SEAL" appearing beside his name the
day and year first above written.

John H. Wiggins (SEAL)

Joyce Wiggins (SEAL)

Ronald Lattimer (SEAL)

Robert Williams (SEAL)

_____, Secretary (SEAL)

_____, Secretary (SEAL)

_____, Secretary (SEAL)

_____, Secretary (SEAL)

PROMISSORY NOTE

\$120,000.00

June 6, 1991

1. FOR VALUE RECEIVED, Atlantic Broadcasting, Inc. (hereinafter referred to as "Payor"), a North Carolina corporation, agrees to pay to the order of Spartan Broadcasting, Inc. (hereinafter referred to as "Payee") the sum of One Hundred Twenty Thousand Dollars (\$120,000.00) under the following terms:

(a) The interest rate shall be ten percent (10%) per annum.

(b) The term of this Promissory Note shall be three (3) years, ending on June 6, 1994. Thirty-six (36) monthly payments of One Thousand Two Hundred Eighty Nine Dollars and Fifty Four Cents (\$1,289.54) shall be made beginning thirty (30) days after the date of this Promissory Note.

(c) The entire principal amount due, plus any accrued interest shall be due and payable in full on the third (3rd) anniversary of the date of this Note, that is, on June 6, 1994.

2. Payor hereby waives presentment, protest, demand, notice of dishonor, and all other notices, and all defenses and pleas on the grounds of any extension or extensions of the time of payment or the due date of this Promissory Note, in whole or in part, before or after maturity, with or without notice. No renewal or extension of this Promissory Note, no release or

pm 12/12/94

2.

surrender of collateral given for this Promissory Note, and no delay in enforcement hereof or in exercising any right or power hereunder, shall affect the liability of Payor. The pleading of any statute of limitations as a defense to any demand against Payor is expressly waived.

3. Payor agrees to pay reasonable attorneys' fees incurred by Payee in exercising any of Payee's rights and remedies upon default of the obligation created hereunder. Such attorneys' fees shall be added to the principal amount of this Promissory Note and shall bear interest at the rate set forth herein.

4. This Promissory Note shall be governed by the laws of the State of North Carolina, without regard to the conflict of the laws or provisions thereof.

5. All payments on this Promissory Note shall be paid in lawful money of the United States of America at the address of the Payee as set forth in Paragraph 6, or such other place as may be designated by Payee.

6. All notices, demands and requests required or permitted to be given under the provisions of this Promissory Note shall be in writing and shall be deemed duly given when delivered personally (which shall include delivery by Federal Express or other recognized same-day or overnight courier service that issues a receipt or other confirmation of delivery) to the party for whom such communication is intended and addressed as follows:

(a) If to Payee: Edward L. Bolding, Jr.
13812 Cypress Village Circle

per 12/12/91

Tampa, Florida 33624

With a Copy to: Edward L. Bolding
3201 South Dale Mabry
Suite 101
Tampa, Florida 33629

(b) If to Payor: John H. Wiggins, Jr.
Station WWFN
1513 Heritage Lane
Florence, South Carolina 29505

With a Copy to: Dennis F. Begley, Esquire
Reddy, Begley & Martin
2033 M Street, N.W.
Suite 500
Washington, D.C. 20036

or any such other addresses as the parties may from time to time designate in writing.

7. Payor's obligations hereunder are secured by a Security Agreement of even date herewith (hereinafter referred to as the "Security Agreement").

8. In the event Payor fails to make any payment hereunder within fifteen (15) days of its due date, a five percent (5%) late charge will be added to the amount due.

9. In the event Payor fails to make any payment hereunder within thirty (30) days of its due date, Payee may, its option, declare Payor in default of this Promissory Note and all amounts due under this Promissory Note, including principal and interest, shall be immediately due and payable. The Payee may thereafter exercise any and all rights and remedies available to it hereunder, and under the Security Agreement and applicable laws. Payor and Payee may agree to extend or waive payment dates or other terms and conditions of this Promissory Note and the

per 12/12/91

This Note may be assigned by Payor. In the event of such assignment, the guarantor will remain liable for the payment of this Note unless expressly released by the Payee.

IN WITNESS WHEREOF, Payor has executed and delivered
this Promissory Note on the date and year first written above.

ATLANTIC BROADCASTING, INC.

By John H. Wiggins
Its President

We, John H. Wiggins and Joyce L. Wiggins, personally
guarantee the payment of this Note.

per 12/12/91

John H. Wiggins

Joyce L. Wiggins

\$100,000.00

_____, 1991

PROMISSORY NOTE

FOR VALUE RECEIVED, Carolina Comm. Broadcasting, Inc., a North Carolina corporation ("Maker") promises to pay to Atlantic Broadcasting, Inc., a North Carolina corporation ("Payee" or "Holder"), or order, at _____ or at such other address as may be designated by holder of this Promissory Note, the principal sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000), plus simple interest on the unpaid balance, in lawful money of the United States, as follows:

(1) Interest Rate. The interest rate on this Promissory Note shall be Eight and One Half Percent (8.5%) per annum. Interest for the first eight (8) months from the date hereof will be added to the principal due under the note.

(2) Payback of Principal and Interest. This Promissory Note shall be payable as follows:

(A) No payback of the principal or interest due hereunder shall be due during the first eight (8) months, from the date hereof.

(B) Maker shall make monthly payments of interest and principal for one hundred twelve (112) months in the amount of NINE HUNDRED EIGHTY FOUR AND 74/100 DOLLARS (\$984.74). The first such payment will be due nine (9) months after the date of this note. Each subsequent payment shall be due on the same day of each succeeding month.

for 12/12/91

2.

(C) Maker shall make a final payment of principal in the amount of _____ Dollars (\$_____) ten years from the date hereof.

(D) The Maker may prepay at any time without penalty a future monthly payment or payments of principal or interest or the entire outstanding balance of principal due.

The failure to make when due any payment of principal or interest required to be paid hereunder shall constitute a default only if such failure shall have continued for a period of FIFTEEN (15) days after receipt by the Maker of notice either oral or written thereof from the holder to the Maker. If the oral notice is given, holder shall write to Maker confirming the giving of such oral notice. The oral notice shall be effective as of the date given.

The occurrence of any of the following shall constitute an event of default under this Note: (a) the failure of Maker to make any payment when due (after notice thereof) under this or any other obligation to Holder (time is of the essence of this Note); (b) the institution of proceedings by Maker under any state insolvency law or under any federal bankruptcy law; (c) the institution of proceedings against Maker under any state insolvency law or under any federal bankruptcy law, if such proceedings are not dismissed within THIRTY (30) DAYS; (d) the occurrence of a defined default under the terms of any security agreement, stock pledge agreement, guarantee agreement or similar document to which Maker is a party or to which any property securing this Note is subject TEN (10) days after receipt by Maker of oral or written notice thereof; (e) the sale of all or substantially

per 12/12/91

3.

all of the assets assigned to Buyer hereunder (without replacement with assets of comparable value) or a closing or consummation of any transfer or assignment of the license of the Station, or a closing or consummation of any transfer of control of Buyer's partnership interests that would require approval of the Federal Communications Commission other than a pro-forma transfer to a subsidiary corporation or other business entity a majority of whose stock or equity is owned by a majority of Buyer's existing partners or shareholders or to a parent corporation or other business entity a majority of whose equity is owned by a majority of Buyer's existing partners or shareholders.

Upon occurrence of an event of default, as defined above, Holder may, at its option, declare all principal and interest provided for under this Note, and any other obligations of Maker to Holder, to be presently due and payable, and Holder may enforce any remedies available to Holder under any documents securing or evidencing debts of Maker to Holder. Holder may waive any default before or after it occurs and may restore this note in full effect without impairing the right to declare it due for a subsequent default, this right being a continuing one. Upon default, the remaining unpaid principal balance of the indebtedness evidenced hereby and all expenses due Holder shall, at the option of Holder, bear interest at the rate stated above or at the highest rate permissible under applicable law.

All amounts received for payment of this Note shall be first applied to any expenses due holder under this Note or under any other documents evidencing or securing obligations of Maker to Holder, then to accrued interest, and finally to the reduction of principal.

per 12/12/01

Maker and all sureties, guarantors, endorsers and other parties to this instrument hereby consent to any and all renewals, waivers, modifications, or extensions of time (of any duration) that may be granted by Holder, with respect to his Note. All parties hereto waive the defense of impairment of collateral and all other defenses of suretyship.

Maker's performance under this Note is secured by a Security Agreement and Stock Pledge Agreement of even date.

Maker and all sureties, guarantors, endorsers and other parties hereto agree to pay reasonable attorneys' fees and all court and other costs that Holder may incur in the course of efforts to collect the debt evidenced hereby or to protect Holder's interest in any collateral securing the same.

The validity and construction of this Note shall be determined according to South Carolina law. If any provision of this note should for any reason be invalid or unenforceable, the remaining provisions shall remain in full effect.

The provisions of this Note may be amended or waived only by instrument in writing signed by the Holder and Maker and attached to this Note.

Words used herein indicating gender or number shall be read as context may require.

Jm 12/12/91

By: _____
Jay Meisenhelder, President

5.

I, Jay Meisenhelder, personally guarantee the payment of this Note.

/s/ 12/12/91

Jay Meisenhelder, Individually

\$40,000.00

_____, 1991

PROMISSORY NOTE

FOR VALUE RECEIVED, CCBI, a North Carolina corporation ("Maker") promises to pay to Atlantic Broadcasting, Inc., a North Carolina corporation ("Payee" or "Holder"), or order, at _____ or at such other address as may be designated by holder of this Promissory Note, the principal sum of FORTY THOUSAND DOLLARS (\$40,000), in lawful money of the United States, as follows:

(1) No Interest. No interest will be paid on this Promissory Note.

(2) Payback of Principal. This Promissory Note shall be payable as follows:

(A) Maker shall make five (5) annual payments in the amount of Five Thousand Dollars (\$5,000). The first such payment will be due one year after the date hereof.

(B) Maker shall make one final payment in the amount of Fifteen Thousand Dollars (\$15,000) six years after the date hereof.

(C) The Maker may prepay at any time without penalty a payment or payments of principal or the entire outstanding balance of principal due.

The failure to make when due the payment of principal hereunder shall constitute a default only if such failure shall have continued for a period of FIFTEEN (15) days after receipt by the Maker of notice either oral or written thereof from the holder to the Maker. If the oral notice is given, holder shall write to Maker confirming

per 12/12/91

2.

the giving of such oral notice. The oral notice shall be effective as of the date given.

The occurrence of any of the following shall constitute an event of default under this Note: (a) the failure of Maker to make the payment when due (after notice thereof) under this or any other obligation to Holder (time is of the essence of this Note); (b) the institution of proceedings by Maker under any state insolvency law or under any federal bankruptcy law; (c) the institution of proceedings against Maker under any state insolvency law or under any federal bankruptcy law, if such proceedings are not dismissed within THIRTY (30) DAYS; (d) the occurrence of a defined default under the terms of any security agreement, stock pledge agreement, guarantee agreement or similar document to which Maker is a party or to which any property securing this Note is subject TEN (10) days after receipt by Maker of oral or written notice thereof; (e) the sale of all or substantially all of the assets assigned to Buyer hereunder (without replacement with assets of comparable value) or a closing or consummation of any transfer or assignment of the license of the Station, or a closing or consummation of any transfer of control of Buyer's partnership interests that would require approval of the Federal Communications Commission other than a pro-forma transfer to a subsidiary corporation or other business entity a majority of whose stock or equity is owned by a majority of Buyer's existing partners or shareholders or to a parent corporation or other business entity a majority of whose equity is owned by a majority of Buyer's existing partners or shareholders.

mu 12/12/91

Upon occurrence of an event of default, as defined above, Holder may, at its option, declare all principal and interest provided for under this Note, and any other obligations of Maker to Holder, to be presently due and payable, and Holder may enforce any remedies available to Holder under any documents securing or evidencing debts of Maker to Holder. Holder may waive any default before or after it occurs and may restore this note in full effect without impairing the right to declare it due for a subsequent default, this right being a continuing one. Upon default, the remaining unpaid principal balance of the indebtedness evidenced hereby and all expenses due Holder shall, at the option of Holder, bear interest at the rate of twelve (12) percent or at the highest rate permissible under applicable law.

All amounts received for payment of this Note shall be first applied to any expenses due holder under this Note or under any other documents evidencing or securing obligations of Maker to Holder, then to accrued interest, and finally to the reduction of principal.

Maker and all sureties, guarantors, endorsers and other parties to this instrument hereby consent to any and all renewals, waivers, modifications, or extensions of time (of any duration) that may be granted by Holder, with respect to his Note. All parties hereto waive the defense of impairment of collateral and all other defenses of suretyship.

Maker's performance under this Note is secured by a Security Agreement and Stock Pledge Agreement of even date.

Maker and all sureties, guarantors, endorsers and other parties hereto agree to pay reasonable attorneys' fees and all court

for 12/12/91

4.

and other costs that Holder may incur in the course of efforts to collect the debt evidenced hereby or to protect Holder's interest in any collateral securing the same.

The validity and construction of this Note shall be determined according to South Carolina law. If any provision of this note should for any reason be invalid or unenforceable, the remaining provisions shall remain in full effect.

The provisions of this Note may be amended or waived only by instrument in writing signed by the Holder and Maker and attached to this Note.

Words used herein indicating gender or number shall be read as context may require.

JM 12/12/91

By: _____
Jay Meisenhelder, President

I, Jay Meisenhelder, personally guarantee the payment of this Note.

Jay Meisenhelder, Individually

Outstanding Debt
of
Carolina community Broadcasting, Inc.

1. Fed. Withholding Taxes	\$ 5641.84
2. State Withholding Taxes	570.97
3. FUTA/UI/Other Taxes	1240.60
4. Grantsboro Tower Company	2228.00
5. Village Sports, Inc.	2667.50
6. AT&T	1853.71
7. BMI	1370.22
8. Business Telecommunications, Inc.	596.05
9. Marti Electronics	603.95
10. Radio Advertising Bureau	700.00
11. West End Media Group	500.00
12. SEASAC	192.50
13. J. Frank Best, CPA	521.88
14. Federal Express	279.50
15. Airborne Express	203.75
16. Mallard Oil Company	135.95
17. Machine Welding & Supply	112.65
18. US Cellular	296.52
19. Chair & Equipment Rental	166.95
20. Tiernev & Swift	940.14
=====	
TOTAL	\$20624.66

SECTION I - GENERAL INFORMATION

Part II - Assignee

1. Name of Assignee Sunbelt Media, Incorporated	Street Address 8207 Sawyer Brown Road		
	City Nashville	State TN	Zip Code 37221
	Telephone No. (include area code) (615) 646-1976		

2. Does the contract submitted in response to Question 4, Part I of Section I embody the full and complete agreement between the assignor and assignee?

☒ Yes ☐ No

If No, explain in an Exhibit.

Exhibit No.

SECTION II - ASSIGNEE'S LEGAL QUALIFICATIONS

1. Assignee is:

☐ an individual ☐ a general partnership ☒ a for-profit corporation
☐ other ☐ a limited partnership ☐ a not-for-profit corporation

2. If the applicant is an unincorporated association or a legal entity other than an individual, partnership or corporation, describe in an Exhibit the nature of the applicant.

Exhibit No.

3. Complete if applicable, the following certifications:

- (a) Applicant certifies that no limited partner will be involved in any material respect in the management or operation of the proposed station.

☐ Yes ☐ No
DNA

If No, applicant must complete Question 4 below with respect to all limited partners actively involved in the media activities of the partnership.

- (b) Does any investment company (as defined by 15 U.S.C. Section 80 a-3), insurance company, or trust department of any bank have an aggregated holding of greater than 5% but less than 10% of the outstanding votes of the applicant?

☐ Yes ☒ No

If Yes, applicant certifies that the entity holding such interest exercises no influence or control over the applicant, directly or indirectly, and has no representatives among the officers and directors of the applicant.

☐ Yes ☐ No

SECTION II - ASSIGNEE'S LEGAL QUALIFICATIONS (Page 2)

NOTE: The terms "applicant and "parties to this application" are defined in the Instructions for Section II of this form. Complete information as to each "party to this application" is required. If the applicant considers that to furnish complete information would pose an unreasonable burden, it may request that the Commission waive the strict terms of this requirement with appropriate justification.

4. List the applicant, and, if other than a natural person, its officers, directors, stockholders and partners with attributable interests. Use one column for each individual or entity. Attach additional pages if necessary.

(Read carefully - The numbered items below refer to line numbers in the following table.)

- a. Name and residence of the applicant and, if applicable, its officers, directors, stockholders, or partners (if other than individual also show name, address and citizenship of natural person authorized to vote the stock). List the applicant first, officers next, then directors and, thereafter, remaining stockholders and partners.

- b. Citizenship.

- c. Office or directorship held.

- d. Number of shares or nature of partnership interests.

- e. Number of votes.

- f. Percentage of votes.

NOTE: Radio Applicants ONLY: Radio applicants need not respond to subparts g. and h. of the table. Instead, proceed and respond to Questions 5, 6 and 7, Section II below.

- g. Other existing attributable interests in any broadcast station, including the nature and size of such interests.

- h. All other ownership interests of 5% or more (whether or not attributable), as well as any corporate officership or directorship, in broadcast, cable, or newspaper entities in the same market or with overlapping signals in the same broadcast service, as described in 47 C.F.R. Section 73.3555 and 76.501, including the nature and size of such interests and the positions held.

a.	Sunbelt Media Incorporated 8207 Sawyer Brown Road Nashville, TN 37221	Robert Wayne Williams 8207 Sawyer Brown Road Nashville, TN 37221	Joyce Wiggins 3639B Wolflin Ave. Amarillo, TX 79102
b.		U.S.	U.S.
c.		President, Treasurer, Director	Secretary
d.		1,000	none
e.		1,000	none
f.		100%	none
g.			
h.			

SECTION 11 - ASSIGNEE'S LEGAL QUALIFICATIONS (Page 3)

RADIO APPLICANTS ONLY NEED TO RESPOND TO QUESTIONS 5, 6 AND 7.

5. Does the applicant, or any party to the application, own, or have an attributable interest in: (a) any AM, FM or TV station; or (b) a daily newspaper in the same market(s) as the station(s) being acquired?

☒ Yes ☐ No

6. Does the applicant, or any party to the application, broker more than 15 percent of the broadcast hours per week of any AM or FM station in a market in which the applicant, or party to the application, has an attributable interest in any AM or FM station? See 47 C.F.R. Section 73.3555(a) for definition of "radio market."

☐ Yes ☒ No

If the answer to 5 or 6 is Yes, set forth in an Exhibit, name of party having interest; nature of the interest; call letters and location of stations involved; and identification of newspaper, where applicable.

Exhibit No.

2

7. Does the principal community service contour (predicted or measured 5 mV/m groundwave contour for AM; predicted 3.16 mV/m contour for FM) of any AM or FM station being acquired overlap the principal community service contour of:

(a) an AM or FM station which is directly or indirectly owned, operated or controlled by the applicant or any party to the application; or

☐ Yes ☒ No

(b) an AM or FM station at which more than 15 percent of the broadcast time per week is brokered by the applicant or any party to the application?

☐ Yes ☒ No

If the answer to (a) or (b) is Yes, do you certify that the ownership interests which will result from grant of the application(s) comply with 47 C.F.R. Section 73.3555(a), or that appropriate waivers of that section are herein sought?

☐ Yes ☐ No

If Yes, attach a separate Exhibit containing the market and audience information necessary to demonstrate compliance.

Exhibit No.

Note: With reference to the Radio Contour Overlap Rule of 47 C.F.R. Section 73.3555(a), the applicant's Exhibit must include: (i) a map that clearly identifies, by relevant contours, the location and geographic coverage of the market or markets involved; (ii) the number of commercial AM and FM stations counted as being in the market or markets, including a map that shows the principal community contours of the stations that define the market or markets and the principal community contours of all commercial stations intersecting with the principal community contours of these stations; (iii) for markets with 15 or more commercial radio stations, a combined audience share figure, the basis and/or source material for this figure, and the results and qualification of any commissioned audience survey or alternative showing used; and (iv) the call letters and locations of all stations in the market or markets that are, or are proposed to be, commonly owned, operated or controlled, including any AM or FM station in the market for which the applicant or any party to the application brokers more than 15 percent of that station's broadcast time per week.

8. Does the applicant, or any party to the application, have:

(a) a petition pending to migrate to the expanded band (1605-1705 kHz)?

☐ Yes ☒ No

(b) a permit or license in either the existing band (535-1605 kHz) or expanded band (1605-1705 kHz) that is held in combination with the station(s) proposed to be sold?

☐ Yes ☒ No

If Yes, provide particulars as an Exhibit.

Exhibit No.

SECTION II - ASSIGNEE'S LEGAL QUALIFICATIONS (Page 4)

9. Does the applicant or any party to this application have any interest in or connection with a broadcast application pending before the FCC?

☐ Yes ☒ No

10. Has the applicant or any party to this application had any interest in or connection with the following:

(a) an application which has been dismissed with prejudice by the Commission?

☐ Yes ☒ No

(b) an application which has been denied by the Commission?

☐ Yes ☒ No

(c) a broadcast station, the license of which has been revoked?

☐ Yes ☒ No

(d) an application in any Commission proceeding which left unresolved character issues against the applicant?

☐ Yes ☒ No

If the answer to any of the questions in 9 or 10 is Yes, state in an Exhibit the following information:

Exhibit No.

(1) Name of party having interest;

(2) Nature of interest or connection, giving dates;

(3) Call letters of stations or file number of application or docket; and

(4) Location.

11. (a) Are any of the parties to this application related (as husband, wife, father, mother, brother, sister, son or daughter) either to each other or to individuals holding nonattributable interests of 5% or more in the applicant?

☐ Yes ☒ No

(b) Does any member of the immediate family (i.e., husband, wife, father, mother, brother, sister, son or daughter) of any party to this application have any interest in or connection with any other broadcast station, pending broadcast application, newspaper in the same area (see 47 C.F.R. Section 73.3555(c)) or, in the case of a television station applicant only, a cable television system in the same area (see 47 C.F.R. Section 76.501(a))?

☒ Yes ☐ No

If the answer to (a) or (b) above is Yes, attach as an Exhibit a full disclosure concerning the persons involved, their relationship, the nature and extent of such interest or connection, the file number of such application, and the location of such station or proposed station.

Exhibit No.

2

12. (a) Do individuals or entities holding nonattributable interests of 5% or more in the applicant have an attributable ownership interest or corporate officership or directorship in a broadcast station, newspaper or CATV system in the same area? (See Instruction B to Section II.)

☐ Yes ☐ No
DNA

(b) Does any member of the immediate family (i.e., husband, wife, father, mother, brother, sister, son or daughter) of an individual holding a nonattributable interest of 5% or more in the applicant have any interest in or connection with any other broadcast station, pending broadcast application, newspaper in the same area (see 47 C.F.R. Section 73.3555(c)) or, in the case of a television station applicant only, a cable television system in the same area (see 47 C.F.R. Section 76.501(a))?

☐ Yes ☐ No
DNA

If the answer to (a) and/or (b) above is Yes, attach as an Exhibit a full disclosure concerning the persons involved, their relationship, the nature and extent of such interest or connection, the file number of such application, and the location of such station or proposed station.

Exhibit No.

SECTION II - ASSIGNEE'S LEGAL QUALIFICATIONS (Page 5)

13. (a) Is the applicant in violation of the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments? (See Instruction C to Section II.)

☐ Yes ☒ No

(b) Will any funds, credits or other financial assistance for the construction, purchase or operation of the station(s) be provided by aliens, foreign entities, domestic entities controlled by aliens, or their agents?

☐ Yes ☒ No

If the answer to (b) above is Yes, attach as an Exhibit a full disclosure concerning this assistance.

Exhibit No.

14. (a) Has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the applicant or parties to this application in a civil or criminal proceeding, brought under the provisions of any law related to the following: any felony; mass media related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination?

☐ Yes ☒ No

(b) Is there now pending in any court or administrative body any proceeding involving any of the matters referred to in (a) above?

☐ Yes ☒ No

If the answer to (a) and/or (b) above is Yes, attach as an Exhibit a full disclosure concerning the persons and matters involved, including an identification of the court or administrative body and the proceeding (by dates and file numbers), a statement of the facts upon which the proceeding is or was based or the nature of the offense alleged or committed, and a description of the current status or disposition of the matter.

Exhibit No.

15. Are there any documents, instruments, contracts or understandings relating to ownership or future ownership rights (including, but not limited to, non-voting stock interests, beneficial stock ownership interests, options, warrants, debentures)?

☐ Yes ☒ No

If Yes, provide particulars in an Exhibit.

Exhibit No.

16. Do documents, instruments, agreements or understandings for the pledge of stock of a corporate applicant, as security for loans or contractual performance, provide that (a) voting rights will remain with the applicant, even in the event of default on the obligation; (b) in the event of default, there will be either a private or public sale of the stock; and (c) prior to the exercise of stockholder rights by the purchaser at such sale, the prior consent of the Commission (pursuant to 47 U.S.C. Section 310(d)) will be obtained?

☐ Yes ☐ No
☒ Does Not Apply

If No, attach as an Exhibit a full explanation.

Exhibit No.

SECTION III - ASSIGNEE'S FINANCIAL QUALIFICATIONS

The applicant certifies that sufficient net liquid assets are on hand or are available from committed re-sources to consummate the transaction and operate the facilities for three months.

☒ Yes ☐ No

SECTION IV - ASSIGNEE'S PROGRAM SERVICE STATEMENT

Attach as an Exhibit a brief description, in narrative form, of the planned programming service relating to the issues of public concern facing the proposed service area.

Exhibit No.
3

SECTION V - ASSIGNEE'S EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

Does the applicant propose to employ five or more fulltime employees?

☐ Yes ☒ No

If the answer is Yes, the applicant must include an EEO program called for in the separate Model EEO Program Report (FCC Form 396-A).

SECTION VI - CERTIFICATION

Part I - Assignor

1. Has or will the assignor comply with the public notice requirement of 47 C.F.R. Section 73.3580?

☒ Yes ☐ No

2. By checking Yes, the applicant certifies that, in the case of an individual applicant, he or she is not subject to a denial of federal benefits that includes FCC benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862, or, in the case of a non-individual applicant (e.g., corporation, partnership or other unincorporated association), no party to the application is subject to a denial of federal benefits that includes FCC benefits pursuant to that section. For the definition of a "party" for these purposes, see 47 C.F.R. Section 1.2002(b).

☒ Yes ☐ No

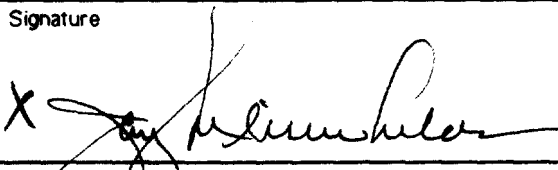
The ASSIGNOR acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The ASSIGNOR represents that this application is not filed by it for the purpose of impeding, obstructing, or delaying determination on any other application with which it may be in conflict.

In accordance with 47 C.F.R. Section 1.65, the ASSIGNOR has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

I certify that the ASSIGNOR'S statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Name of Assignor Carolina Community Broadcasting, Inc.	Signature 
Title President	Date 8/28/93

SECTION VI - CERTIFICATION (Page 2)

Part II - Assignee

By checking Yes, the applicant certifies that, in the case of an individual applicant, he or she is not subject to a denial of federal benefits that includes FCC benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862, or, in the case of a non-individual applicant (e.g., corporation, partnership or other unincorporated association), no party to the application is subject to a denial of federal benefits that includes FCC benefits pursuant to that section. For the definition of a "party" for these purposes, see 47 C.F.R. Section 1.2002(b).

☒ Yes ☐ No

The ASSIGNEE hereby waives any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and requests an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)


The ASSIGNEE acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all its exhibits are a material part hereof and are incorporated herein.

The ASSIGNEE represents that this application is not filed by it for the purpose of impeding, obstructing or delaying determination on any other application with which it may be in conflict.

In accordance with 47 C.F.R. Section 1.65, the ASSIGNEE has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

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(U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).**

I certify that the ASSIGNEE'S statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Name of Assignee Sunbelt Media Incorporated	Signature 
Title President	Date August 24 th 1993

FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

The solicitation of personal information requested in this application is authorized by the Communications Act of 1934, as amended. The Commission will use this information to determine whether grant of this application is in the public interest. In reaching that determination, or for law enforcement purposes, it may become necessary to refer personal information contained in this form to another government agency. In addition, all information provided in this form will be available for public inspection. If information requested on the form is not provided, processing of the application may be delayed or the application may be returned without action pursuant to the Commission's rules. Your response is required to obtain the requested authority.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P.L. 93-579, DECEMBER 31, 1974, 5 U.S.C. 552(e)(3) AND THE PAPERWORK REDUCTION ACT, P.L. 96-511, DECEMBER 11, 1980, 44 U.S.C. 3507.

WKZF Bayboro, NC
Application for Assignment of License

Exhibit 2

Robert Williams is an officer and 51% shareholder of WKXH(FM) and WULF(AM) Alma, Georgia.

Joyce Wiggins has no other broadcast interests.

John Wiggins, the spouse of Joyce Wiggins, is an officer and 49% voting shareholder of WKXH(FM) and WULF(AM) Alma, Georgia; 75% partner of WWFN Lake City, South Carolina; and an officer and 60% voting shareholder of KQFX Amarillo, Texas.